



PARKGATE HOUSE SCHOOL

Terms and Conditions for Admission to Parkgate House School

1. INTRODUCTION

1.1 The definitions in this clause apply in these Terms:

Acceptance Deposit: is a fee payable on acceptance by You of an offer of a place at the School pursuant to the Offer Letter, in accordance with the Invoice and the Schedule and is non-refundable in the event that your child does not take the place at the School that has been accepted by You. The Acceptance Deposit shall be retained by the School as part of its general funds but will be returned to You (without interest) during your child's final School Term by deduction from the final School Term's Fees;

Admission: see clause 2.1;

Agreement: these Terms together with the Application Form, Offer Letter and Invoice;

Application Form: the application form attached to these Terms;

Cancellation: means the cancellation by the Parents of a place at the School after Admission but before Entry;

Entry: see clause 2.1;

Extras: means fees for extra tuition and / or other extras including but not limited to, clothing, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, as applicable;

Fee(s): see clause 4.1;

Fees in Lieu of Written Notice: means the Fees to be paid where the Parents fail to provide a School Term's written notice of their decision to withdraw their child from the School. The Fees to be paid shall be at the applicable rate for the next School Term following withdrawal of the child from the School and shall not be limited to the parental contribution where a Pupil was in receipt of a scholarship, bursary or other award or concession;

Invoice: the invoice provided by Us to You for payment of the appropriate Fees;

Offer Letter: our offer to You of a place in the School for your child;

Parent(s) / You: any person that has accepted the offer of a place at the School and/ or who has accepted responsibility for a child's attendance and Entry to the School. Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms. Fees payable by a third party will be subject to a separate agreement between the School, the Parents and a third party;

Parent Handbook: a guide prepared for Parents which outlines the procedures, rules and regulations of the School;

Parkgate House School / We / Us: a well-established independent co-educational preparatory school structured into the following distinctive areas: Montessori Nursery for children aged 2.5 – 4 years; a Pre-Preparatory School for children aged 4-7 years; and a Preparatory School for children aged 7-11 years;

Principal: the person appointed to be responsible for the day to day running of the School and the Pupil and this expression includes those to whom any

duties of the Principal have been delegated and includes but is not limited to the School's bursar;

Prospectus: an information brochure outlining the broad principles on which the School is run and an indication of the School's history, structure and ethos;

Pupil: a pupil of the School as confirmed by the Offer Letter. The age of the Pupil will be calculated in accordance with United Kingdom custom;

Registration Fee: as detailed in the Schedule;

Review Meeting: see clause 6.15;

School Rules: means the School rules and regulations set out in the Parent Handbook;

School Term: a term at the School; and

Terms: these terms and conditions as amended from time to time in accordance with clause 2.4.

Written Notice: means written notice addressed to and received by the Principal personally or signed by the admissions secretary or the School secretary on the Principal's behalf. Where a School Term's Written Notice is required, the Written Notice should be given on or before the first day of the School Term.

1.2 Headings do not affect the interpretation of these Terms.

2. ADMISSION AND ENTRY TO THE SCHOOL

2.1 Your child will be considered as a candidate for admission and entry to the School upon our receipt of a completed Application Form along with the non-refundable Registration Fee in cleared funds and a photocopy of your child's birth certificate or other proof of date of birth. Payment of the Registration Fee secures inclusion of your child on the relevant waiting list but does not guarantee a place at the School. Admission to the School is subject to availability of a place at the School and You and your child satisfying the applicable admission requirements. Admission to the School occurs when You accept the offer of a place at the School ("**Admission**"). Entry to the School occurs on the date when your child attends the School for the first time pursuant to this Agreement ("**Entry**").

2.2 We consider the Terms, the Application Form, the Offer Letter and the Invoice set out the whole agreement between You and Us upon which We will provide our educational services to your child. If any of these Terms are inconsistent with the Offer Letter, these Terms shall prevail.

2.3 The Offer Letter is an offer by Us to You to enter into a binding agreement with Us for the provision of educational services to your child, which You are free to accept or decline at your absolute discretion.

2.4 These Terms shall become binding on You and Us upon receipt of the Acceptance Deposit in cleared funds, at which point You have accepted our offer and a binding agreement shall come into existence between us. We have the right to vary these Terms from time to time. We shall provide You with prior written notice of any changes to these Terms.

2.5 **Equality and Diversity:** The School welcomes staff and children from different ethnic groups, backgrounds and creeds. We will make reasonable adjustments to ensure that the School's culture, policies and procedures comply with our legal responsibilities under the Equality Act 2010.

2.6 **Immigration:** You must inform the Principal prior to accepting a place at the School in accordance with these Terms if your child requires sponsorship from the School in order to obtain a visa to study at the School. If your child is sponsored by the School for immigration purposes, You agree to allow the School to take and retain copies of your child's passport and visa. It shall be your responsibility to ensure that your child has the relevant permissions to reside in the United Kingdom and to study at the School at all times. We reserve the right to exclude your child or withdraw the offer of a place at the School at any time if your child does not have the relevant permissions to reside and study in the United Kingdom.

3. PASTORAL CARE

3.1 **Pastoral care** is the practice of looking after the personal and social wellbeing of children. It is the thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each Pupil at the School and the integrity of the School community. Copies of the School's pastoral care policies are available from the School office.

3.2 **Our Commitment:** We will use all reasonable endeavours to safeguard and promote your child's welfare and provide pastoral care to at least the standard required by law. We will respect your child's human rights and freedoms which must be balanced with the lawful needs of the School, the School Rules, the School community and the rights and freedoms of others.

3.3 **Complaints:** any question, concern or complaint about the pastoral care or safety of your child or any Pupil at the School, or any educational issue or other matter connected with the School must be notified to the School as soon as practicable. A copy of the School's complaints policy, administration and health and safety policy, and safeguarding and child protection policy can be provided to You upon your request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

3.4 **Pupil's Rights:** a Pupil of sufficient maturity and understanding will have certain legal rights which the School must and shall observe. These include (without limitation) the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural and adoptive Parents. If a conflict of interests arises between a Parent and a Pupil, the rights of, and the duties owed to the Pupil will in most cases take precedence over the rights of and duties owed to the Parents.

3.5 **Principal's Authority:** You authorise the Principal to take or request a third party to take, in good faith, all decisions that the Principal considers, in its absolute discretion and on proper grounds, will safeguard and promote your child's welfare.

3.6 **Physical Contact:** You give your consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instructions and for providing comfort to a Pupil in distress or to maintain

safety and good order, or in connection with your child's health and welfare. You also consent to your child participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme and You acknowledge that while the School will provide appropriate supervision, the risk of injury cannot be eliminated.

- 3.7 **Ethos:** the ethos of the School is to foster good relationships between members of the staff, the Pupils themselves and Pupils and the staff. Bullying, harassment, victimisation and discrimination will not be tolerated by the School. The School will use all reasonable endeavours to ensure that its staff act fairly in relation to the Pupil and Parents and You agree to act fairly in relation to the staff and the School. Each Pupil will be provided with a copy of the School Rules and each Pupil and Parent shall at all times comply with the School Rules. If any of these Terms are inconsistent with the School Rules, the Terms shall prevail.
- 3.8 **Confidentiality:** You authorise the Principal to override your rights and, if necessary, the Pupil's rights of confidentiality and to impart any confidential information as and when necessary and to the extent necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or another person at the School. The School reserves the right to monitor the Pupil's email communications and internet use.
- 3.9 **Communications with Parents:** with the exception of communication regarding Cancellation, withdrawal and written notice of withdrawal, the School shall (unless otherwise notified) treat any communications from any Parent as having been given on behalf of each Parent unless other arrangements are made, and any communication from the School to any such Parent as having been made to both Parents.
- 3.10 **Disclosure:** You must, as soon as practicable, disclose to Us in confidence:
- 3.10.1 Any known medical condition, health problem or allergy affecting the Pupil;
- 3.10.2 Any history of learning difficulty on the part of the Pupil or any member of his or her family;
- 3.10.3 Any disability, special educational need or any behavioural, emotional difficulty and/ or any social difficulty affecting the Pupil;
- 3.10.4 Any family circumstances or court order that might affect the Pupil's welfare or happiness;
- 3.10.5 Any concerns about the Pupil's safety; and
- 3.10.6 Any change in your financial circumstances if You are receiving a bursary from the School.
- 3.11 **Special Precautions:** the Principal needs to be aware of any matters that are relevant to the Pupil's safety and security. You agree to notify the Principal immediately of any court orders or situations of risk in relation to the Pupil. The Principal shall have the right to exclude from the School premises any Parent or Parents if, acting in a reasonable and proper manner, the Principal considers such exclusion to be necessary and in the best interest of the Pupil or of the School.
- 3.12 **Leaving School Premises:** We shall use all reasonable endeavours to ensure that your child remains in the care of the School during School hours. We do not accept responsibility for your child if your child leaves the School premises during School hours in breach of the School Rules.
4. **FEES AND EXTRAS**
- 4.1 **Fees:** when used in these Terms, "Fee" or "Fees" may include, alone or in a combination, any of the following where applicable: the Registration Fee; the Acceptance Deposit; tuition fees; books and equipment: a mid-morning snack; any charge for the School's personal accident scheme; Extras and damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (reasonable wear and tear excluded) or late payment charges if incurred. Tuition fees per term are detailed in the Prospectus and the School's website.
- 4.2 **Payment of Fees:** You undertake to pay the Fees applicable to each School Term directly to Us in accordance with the Invoice. Except where a separate agreement has been made between the You and Us for the deferment of payment of Fees, Fees for each School Term are due and payable on the first day of commencement of the School Term to which they relate. If an item on the Invoice is under query, the balance of the Invoice must be paid. A small surcharge will be payable on Fees paid by standing order.

- 4.3 **Exclusion for Non-Payment:** We reserve the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he/she will be deemed withdrawn without written notice and a School Term's Fees in lieu of Written Notice will be payable. Exclusion in these circumstances is not a disciplinary matter and the right to a Review Meeting will not normally arise. We may withhold any information, character references or property while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil.
- 4.4 **Refund/Waiver:** Fees will not be refunded or waived if:
- The Pupil is absent through illness;
 - A School Term is shortened or a vacation extended;
 - The Pupil is released home before or after public examinations or otherwise before the end of a School Term;
 - The School is temporarily closed due to adverse weather conditions; or
 - For any other reason other than in exceptional circumstances and at the sole and absolute discretion of the Principal in cases of genuine hardship or if there is a legal liability under a court order or under the provisions of this Agreement to make a refund.
- 4.5 **Payment of Fees by a Third Party:** An agreement with a third party (such as, without limitation, a grandparent, an employer, or a step-parent without parental responsibility) to pay the Fees or any other sum due to the School does not release Parents from any liability under these Terms or affect the operation of these Terms unless an express release has been given in writing signed by the Principal. The School reserves the right to refuse a payment from any third party.
- 4.6 **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement between the Parents and the School, if You do not make payment of the Fees due to Us by the date due for payment, We may charge interest to You on the overdue amount at the rate of 1.5% per month. This interest shall accrue on a daily basis from the due date until the actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with the overdue amount. You shall be liable to pay all costs, fees and administration charges, including all reasonable legal fees and costs incurred by the School in the recovery of any unpaid Fees.
- 4.7 **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to the balance of any overdue Fees.
- 4.8 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If You receive less than a School Term's written notice of an increase in Fees (the "Increased Fees"), You may withdraw the Pupil by providing the School with 21 days prior written notice of withdrawal of the Pupil within 7 days of receiving the written notice of increased Fees. You will not be liable to pay those Increased Fees. The Acceptance Deposit will be refunded without interest less any sums due and owing to the School.
- 4.9 **Scholarships and Bursaries:** Every scholarship and bursary is subject to high standards of behaviour, attendance and work on the Pupil's part and to the Parents treating the School and the staff reasonably. The terms of a scholarship or bursary and in particular the terms upon which benefits may become repayable are set out in the Offer Letter (where applicable). The value of a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.
- 4.10 **Instalment Arrangements:** An agreement by the School to accept payment of current and/or past and/or future Fees by instalments is discretionary and will be subject to separate agreement/s between Parents and the School. Where there are inconsistencies between these Terms and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the provisions of the instalment agreement or the invoice shall prevail.
- 4.11 **Advance Payment of Fees Scheme:** The School offers an optional advance payment of School Fees scheme (the "Scheme"). Details of the Scheme are available from the School's bursar.
- 4.12 **Money Laundering:** Legislation requires Us, in some circumstances, to obtain satisfactory evidence of the identity of the person who is paying the Fees. This

could include (but is not limited to) certified copy of a passport, driving licence and/ or a recent utility bill.

- 4.13 **Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to pay the unpaid account of any other child of those Parents at the School.
- 4.14 **Information about Fees:** You consent to Us making enquiries in relation to your child's previous school for confirmation that all sums due and payable to that school have been paid. You also consent to Us informing any other school or educational establishment to which your child is to be transferred if any Fees from this School remain due and payable.
5. **TERMINATION**
- 5.1 **Termination by the School:** Subject to clause 5.2, We may terminate this Agreement at any time by providing You with one School Term's written notice to be sent by ordinary post to the correspondence address provided by You if, following consultation with You and, if appropriate, the Pupil, We decide, in our reasonable but absolute discretion, there is good cause to terminate this Agreement. If this Agreement is terminated in accordance with this clause 5.1, We shall refund the Acceptance Deposit less any Fees due and owing. If You disagree with this decision, You are entitled to request a Review Meeting to consider our decision to terminate the Agreement, with any such ruling made at that Review Meeting being final and binding.
- 5.2 **Termination by the School due to Expulsion or Removal:** We may terminate this Agreement immediately in cases of Expulsion or Removal pursuant to clause 6 below. If this Agreement is terminated in accordance with this clause 5.2, You shall be liable to pay the Fees as detailed in clauses 6.10 and 6.12 below.
- 5.3 **Cancelling a Place offered after Admission but before Entry:** You may cancel a place offered to your child with the School after Admission but before Entry by providing Us with written notice at any time up until 4 weeks before Entry and subject to our retention of the Acceptance Deposit. If You provide written notice of Cancellation after this date or give no written notice of Cancellation, You will incur a liability to pay Fees in Lieu of Written Notice less the Acceptance Deposit. Cases of genuine hardship or serious illness may receive special consideration on written request.
- 5.4 **Withdrawal by the Parents:** If the Pupil is withdrawn on less than a School Term's written notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.3, You will be liable to pay Fees In Lieu of Written Notice less the Acceptance Deposit which will become immediately due and payable as a debt. For the avoidance of doubt, Fees In Lieu of Written Notice refers to the Fees to be paid where the Parents fail to provide a School Term's written notice of their decision to withdraw their child from the School. The Fees to be paid shall be at the applicable rate for the next School Term following withdrawal of the child from the School and shall not be limited to the parental contribution where a Pupil was in receipt of a scholarship, bursary or other award or concession. The charge of a School Term's Fees represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 5.5 **Withdrawal by the Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.
- 5.6 **Prior Consultation:** You agree, undertake and warrant to consult personally with the Principal before any written notice of withdrawal is given pursuant to this clause 5.
- 5.7 **Discontinuing Extras:** Half a School Term's written notice is required to discontinue an Extra or You will be liable to pay half a School Term's Fees for the Extra to the School.
6. **DISCIPLINE, REMOVAL AND EXPULSION OF A PUPIL**
- 6.1 **School Regime:** You accept that the School will be run in accordance with the authorities delegated to the Principal. The Principal is entitled to exercise wide discretion in relation to the School Rules, the School's policies and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness.

- 6.2 Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. You warrant, undertake and agree that the Pupil will take a full part in the School's activities, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules.
- 6.3 School Rules:** The School Rules that apply are set out in the Parent Handbook. You undertake and agree to read the School Rules with the Pupil before You accept the offer.
- 6.4 School Discipline:** You hereby confirm that You accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole. The School's disciplinary policy which is current at the time applies to all Pupils when they are on School premises, or in the care of the School, or wearing a School uniform, or otherwise representing or associated with the School. A copy of the School's discipline policy can be provided to You upon your request.
- 6.5 Investigative Action:** A complaint or rumour of misconduct by or against a Pupil will be investigated. A Pupil may be questioned and his/her belongings may be searched by a member of staff in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms. The School will use reasonable endeavours to ensure that You are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by You, an education guardian or a teacher of the Pupil's choice.
- 6.6 Procedural Fairness:** Investigation of a complaint that could lead to Expulsion, Removal, or Withdrawal of the Pupil shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify You or an education guardian so that they can attend a meeting with the Principal before a decision is taken in such a case. In the absence of a Parent or education guardian, the Pupil will be assisted by an adult of his or her choice (usually a teacher).
- 6.7 Terminology:** In these Terms "Suspension" means that the Pupil has been sent or released home from School for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Review Meeting. "Withdrawal" means that the Parents have withdrawn the Pupil from the School. "Expulsion" and "Removal" mean that the Pupil has been required to leave the School permanently in the circumstances described below in this clause 6. "Released Home" means that the Principal has consented to the Pupil being away from School for a specified period of time. "Exclusion" means that the Pupil may not return to School until the arrears of Fees have been paid or may also be used as a general expression covering any or all of the other expressions defined in this clause, as the context requires.
- 6.8 Sanctions:** The School's discipline policy contains the School's current sanctions procedures. A copy of the School's discipline policy is available to Parents on request before they accept the offer of a place at the School. The policy and sanctions procedures may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a withdrawal of privileges, Suspension, or alternatively Removal or Expulsion.
- 6.9 Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. The Principal's decision to expel shall be subject to a Review Meeting if requested by the Parents. The Parents will be given a copy of the Review Meeting procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review Meeting.
- 6.10 Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms. No Fees in Lieu of Written Notice shall be charged but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will become immediately due and payable.
- 6.11 Removal in other Circumstances:** You may be required to remove the Pupil permanently from the School, if, after consultation with You and if appropriate the Pupil, the Principal is of the opinion that:

- 6.11.1 By reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School; or
- 6.11.2 If You have treated the School or members of its staff unreasonably;
- in such circumstances, and at the sole and absolute discretion of the Principal, withdrawal of the Pupil by You may be permitted as an alternative to Removal being required. The Principal shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and You as well as those of the School. The Principal's decision to require the Removal of the Pupil shall be subject to a Review Meeting if requested by the Parents. The Parents will be given a copy of the Review Meeting procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review Meeting.
- 6.12 Fees following Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 6.11 above, the provisions relating to Fees shall be as set out in clause 6.10 save that the Acceptance Deposit will be refunded without interest less any sums owing to the School.
- 6.13 Discretion of Principal:** Any decision relating to the Exclusion, Suspension, Removal or Expulsion of the Pupil and the manner and form of any announcement shall be at the sole and absolute discretion of the Principal who will act fairly when exercising his or her discretion. In no circumstances shall the School or its staff be required to divulge to Parent/s or others any confidential information or the identities of any Pupils or others who have given information which has led to the Exclusion, Suspension, Removal or Expulsion or which the Principal has acquired during an investigation.
- 6.14 Leaving Status:** The expression "Leaving Status" shall refer to the Suspension, Removal or Expulsion of the Pupil, and to the record which will be entered into the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Principal with You and, where appropriate with the Pupil, at the time of the Principal's decision.
- 6.15 Review Meeting:** In the event of Expulsion or of the Pupil's Removal being required, Parents may ask for a Review Meeting to consider the decision. Parents cannot request a Review Meeting regarding a decision to Suspend a Pupil unless the Suspension is for 11 School days or more, or if it would prevent the Pupil from taking a public examination. The request must be made as soon as practicable and in any event within seven days of the Expulsion or Removal decision being notified to the Parents. The panel for the Review Meeting shall consist of at least three people appointed by the Principal, with one of the panel members being independent of the management and running of the School. Parents will be entitled to know the names of the individuals who make up the panel at the Review Meeting.
- 6.16 Review Meeting Procedure:** The Principal will advise the Parents of the procedure (current at that time) under which the Review Meeting shall be conducted. If the Parents request a Review Meeting, the Pupil will be suspended from the School until the Review Meeting has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Principal. A Review Meeting will be conducted under fair procedures in accordance with the requirements of natural justice. The School shall use reasonable endeavours to ensure that the Review Meeting is held within 15 working days of receipt of a request for a Review Meeting from the Parents.
- 6.17 Access:** A Pupil who has been subject to a Withdrawal, Exclusion, Suspension, Removal or Expulsion decision from the School has no right to enter school premises without the written permission of the Principal.
- 7. EVENTS BEYOND THE CONTROL OF PARTIES**
- 7.1 Force Majeure:** An event beyond the reasonable control of the parties to this Agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic disease, failure of utility service or transportation.
- 7.2 Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that

party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

- 7.3 Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 7.2 above shall notify the other of the steps to be taken to ensure performance of this Agreement.
- 7.4 Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 7.2 may terminate this Agreement by providing at least three working days' written notice to the other party.
- 8 HEALTH AND MEDICAL MATTERS**
- 8.1 Medical Declaration:** You will be asked to complete a form or medical declaration concerning the Pupil's health and must inform the Principal in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities or any other activity, or has been in contact with infectious diseases.
- 8.2 Pupil's Health:** The Principal may at any time require a medical opinion or certificates as to the Pupil's general health if the Principal considers that it is necessary, in the Principal's professional and absolute opinion, in the interests of the Pupil or the School. You, or the Pupil, if he/she is of sufficient age and maturity, shall be entitled to insist on confidentiality which We can, nonetheless, override if it is in the Pupil's own interest or where necessary for the protection of other members of the School community.
- 8.3 Emergency Medical Treatment:** You authorise the Principal to consent on your behalf to the Pupil receiving emergency medical treatment including (but not limited to) blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person, if it is necessary for the Pupil's welfare and if You cannot be contacted.
- 9 EDUCATIONAL MATTERS**
- 9.1 Our Commitment:** Within the published range of the School's provisions from time to time, We will do all that is reasonable to provide an educational environment, services and teaching of a range, standard and quality that is suitable for each Pupil and to provide education to at least the standard required by law in the particular circumstances.
- 9.2 Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgment of the Principal, is most appropriate to the School community as a whole. Copies of the School's curriculum subject policies are available from the School office. Our policy on setting and class sizes may change from time to time and may depend on mixture and of abilities and aptitudes among the Pupils and may take into account management and friendship groups. If You have any requirements or concerns about any aspect of the Pupils education or progress, You should contact the Pupil's tutor, or any other appropriate member of staff, as soon as practicable, or the Principal in the case of a grave concern.
- 9.3 Sex Education:** All Pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless You have given formal written notice that You do not wish the Pupil to take part in this aspect of the curriculum.
- 9.4 Public Examinations:** The Principal may, after consultation with You, decline to enter the Pupil's name for a public examination if, in the professional judgment of the Principal, the Principal considers that by doing so, the Pupil's prospects in other examinations would be impaired and/ or if the Pupil has not prepared for the examination with sufficient diligence, for example (without limitation) because the Pupil has not worked or revised in accordance with advice or instruction from the staff.
- 9.5 Reports and References:** Information supplied to You and authorised others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

10 GENERAL CONDITIONS

- 10.1 Liability and Insurance:** The School does not, unless there has been negligence or other wrongdoing, accept any responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parents including insurance for the Pupil's personal property whilst at the School or on the way to or from the School or on any School sponsored activity away from the School. The School does not accept the responsibilities of an insurance agent for any purposes connected with insurance taken out by Parents.
- 10.2 School Trips:** A variety of School trips will be provided for your child while a Pupil at the School. The cost of some School trips will be charged as an Extra and added to the Invoice. Parents' prior consent will be sought for a trip costing more than £30. School trips abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with the Parents. The cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in a School trip, including but not limited to, the School Rules. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the Invoice.
- 10.3 Transport:** You consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and properly insured to drive a licence of that type.
- 10.4 Conduct of Parents:** The Parents will behave appropriately when on School premises.
- 10.5 Photographs:** It is the custom and practice of most independent Schools, and of this School, to include some photographs or images of Pupils in the School's promotional material such as the Prospectus and website. We would not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and should not complete and return the photo consent form that the School issues to Parents before using photographs or images of Pupils in the School's promotional material.
- 10.6 Pupils' Personal Property:** Pupils are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name. For the avoidance of doubt, the School shall not be responsible for the safe condition and use of any electrical appliances which Pupils bring on to the School premises.
- 10.7 Progress Reports:** The School monitors each Pupil's progress and, at least twice a year, Parents will receive a report either in writing or at a meeting with the subject teachers.
- 10.8 Learning Difficulties:** The School will do all that is reasonable in the case of the Pupil to detect and deal appropriately with a learning difficulty which amounts to a special educational need. We will use our reasonable endeavours to screen the Pupil for learning difficulties during the first School Term and at key stages thereafter. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the Pupil is falling behind with studies. A formal assessment can be arranged by the School at your expense or by the Parents. Our staff are not qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties.
- 10.9 Information about Learning Difficulties:** You must notify the Principal in writing if You are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty and You must provide the School with copies of all written reports and other relevant information. You will be asked to withdraw the Pupil, without being charged Fees in Lieu of Written Notice, if, in the professional judgement of the Principal and after consultation with the You and with the Pupil (where appropriate), the School

cannot provide adequately for a Pupil's special educational needs. Additional support teaching provided by the School may be charged as an Extra.

- 10.10 Testing for Drugs and other Substances:** The Principal may at any time when reasonable grounds for suspicion exist, require the Pupil to give a sample of urine under medical supervision to test for the use of illegal drugs or other substances damaging to health. Such samples will not form part of the Pupil's permanent medical record.
- 10.11 Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of the Pupil in conjunction with any member of staff of the School and/or other Pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a Pupil is subject to the terms of a licence to be agreed prior to the use between the Pupil, his/her Parents and the School. The School will allow the Pupil's role in creation/development of intellectual property to be acknowledged.
- 10.12 Prospectus:** The Prospectus and School website describe the broad principles on which the School is currently run and gives an indication of our history, structure and ethos. Although believed correct at the time of printing, neither the Prospectus nor the website are part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter given in the Prospectus or website should seek written confirmation of that matter before entering into this Agreement.
- 10.13 Third Party Rights:** You and the School are parties to this Agreement. Neither the Pupil nor any third party is a party to this Agreement. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.
- 10.14 Management:** It is our intention that these Terms will always be operated so as to achieve a balance of fairness between the rights and needs of the Parents and Pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim to also promote good order and discipline throughout our School community and to ensure compliance with the law.
- 10.15 Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example (without limitation) there may be changes in the staff and in the premises, facilities and their use, the curriculum and the size and composition of classes, and in the School Rules, the disciplinary framework, and the length of School Terms. In addition there may be the need to undertake a corporate reorganisation exercise and/or merger or change of ownership. For these reasons, We may assign this Agreement to any third party. Fee levels will be reviewed annually and there will be reasonable increases from time to time.
- 10.16 Consultation:** It is not practical to consult with Parents and Pupils over every change that may take place. Whenever practical, the School will use reasonable endeavours to ensure that Parents will be consulted and where possible given at least one School Term's written notice of a change of policy, a change in any physical aspect of the School that would have significant effect on the Pupil's education or pastoral care, or a change of ownership.
- 10.17 Data Protection:** You authorise the School to process personal information, of yourself and, as far as You are able, the Pupil, including but not limited to financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School. The following sub-clauses explain the purposes for which We process personal information:
- 10.17.1 The School holds information about You and your child including exam results, Parent and guardian contact and financial information and details of medical conditions. That information is kept electronically on the School's information management system or manually in indexed filing systems.

- 10.17.2 These notes refer to the "processing" of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.
- 10.17.3 The School processes information about You and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include (but are not limited to): the School keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or the School processing financial information obtained from You or from third parties such as credit reference agencies.
- 10.17.4 The School may process different types of information about your child for the purposes set out above. That information may include (but is not limited to):
- Medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child;
 - Personal details such as home address, date of birth and next of kin;
 - Information concerning your child's performance at School, including discipline record, School reports and examination reports;
 - Financial information including information about the payment of Fees at this School or any other School; and
 - Where, in the professional opinion of the Principal it is deemed necessary, We may share information with certain third parties.
- 10.17.5 If the School enters into a separate arrangement for the repayment of Fees, We may, in order to verify your identity and so that We can assess your application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about You. Failure to supply information may result in a refusal of credit.

10.18 Consumer Protection: Care has been taken to use plain language in these Terms and to explain the reasons for any of the terms that may appear one-sided. If any word/s, alone or in combination, infringe the Unfair Terms in Consumer Contracts Regulations 1999 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

10.19 Interpretation: These Terms supersede those in the Prospectus and elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the Terms.

10.20 Jurisdiction: This agreement was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE

Registration Fee	£75
Acceptance Deposit	
Nursery Year 1:	£1,500
Nursery Year 2:	£2,500
Pre-Preparatory:	£2,500
Preparatory:	£2,500